

UNITED STATES

RECEIVED

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

CONTRACT No.  
I-149-Ind-2913

5FC - 2. 222

U. S. Geological Survey

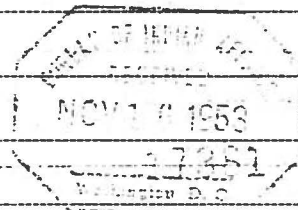
## ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium  
mining lease, dated the 7 day of June, 19 51, entered into by and between  
Brown Vandever, Ailotee 077031, lessor,  
and Glenn D. Williams and J. T. Hutton, lessee,  
covering the following-described lands in the County of McKinley (Eastern Navajo)  
(Insert name of Reservation, Pueblo, Nation, etc., as needed)  
in the State of New Mexico, to-wit:

Lots 3, 4, E & SW of  
Section 18,

Township 13 North, Range 10 West, E.M.P.M.

Containing 163.35 acres



Now, THEREFORE, for and in consideration of One and no/100  
dollars (\$ 1.00), the receipt of which is hereby acknowl-  
edged, the said J. T. Hutton, together with Paralee Hutton, his wife, two of  
the owner<sup>s</sup> of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys  
all of their right, title, and interest in and to said lease,  
and all of their right, title and interest in and to the land therein  
described,

subject to the approval of the Secretary of the Interior, to Glenn D. Williams  
of Gallup, New Mexico

Said assignment to be effective from date of approval here<sup>of</sup> by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor<sup>s</sup> <sup>have</sup> hereunto set their hands and seals, this 26th  
day of January, 19 53

1954  
NEW MEXICO

Glenn D. Williams (Seal)  
Paralee Hutton (Seal)

# ACKNOWLEDGMENT OF CORPORATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

Before me, a notary public, in and for said county and State on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_

Notary Public.

# ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico }  
COUNTY OF McKinley } ss:

Before me, a notary public, in and for said county and State, on this 5<sup>th</sup> day of February, 1953 personally appeared J. I. Sutton and Perillee Sutton, husband and wife

\_\_\_\_\_, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 5/28, 1953

Notary Public.

# ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set his hand and seal this 5<sup>th</sup> day of February, 1953

Alvin D. Williams (Seal)

# CONSENT OF SURETY

The \_\_\_\_\_, of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR,  
Washington, D. C., DEC - 8 1953

APPROVED:

(Sgd) E. L. UTZ

Assistant

Commissioner

Indian Affairs.

**RECEIVED** UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MAY 2 - 1966 BUREAU OF INDIAN AFFAIRS

LEASE No. \_\_\_\_\_  
CONTRACT No. 14-20-0603-  
7240

U. S. Geological Survey  
Carlisle  
**ASSIGNMENT OF MINING LEASE**

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved  
\_\_\_\_\_ Uranium mining lease, dated September 22, 1952,  
entered into by and between Brown Vandever, C#5841, Allotment #077031, lessor,  
and Homer Scriven, lessee,  
covering the following-described lands in the Navajo Reservation  
(Insert name of Reservation, Pueblo, Nation, etc., as needed)  
in the State of New Mexico, County of McKinley, Section 16, Township 13 North, Range 10  
West, NMPM, containing 153.38 acres, more or less and described as Lots 3 and  
4, E 1/2 of SW 1/4 allotment No. 077031

NOW, THEREFORE, for and in consideration of One Dollar  
\_\_\_\_\_ dollars (\$ 1.00 ), the receipt of which is hereby acknowl-  
edged, the said Mesa Mining Company, a limited partnership  
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys \_\_\_\_\_  
all of its right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior or his authorized representative to  
Cibola Mining Company, a New Mexico Corporation, of Grants  
New Mexico Said assignment to be effective from date of approval hereby by the Secretary  
of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal, this 16th  
day of April, 1955  
MESA MINING COMPANY  
a Limited Partnership

Homer Scriven

ACKNOWLEDGMENT OF CORPORATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

Before me, a notary public, in and for said county and State on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_

Notary Public.

New Mexico  
Bernalillo

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

10th April 56

Before me, a notary public, in and for said county and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_

\_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 3-6-68, 1968

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set \_\_\_\_\_ hand and seal this 18th day of April 1956 Attest: \_\_\_\_\_ CIBOLA MINING COMPANY

Secretary

NR [Signature]

President

CONSENT OF SURETY

The \_\_\_\_\_, of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

APPROVED:

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

APR 27 1956

(Sgd.) Russel E. Kiser

Assistant Area Director.

16-11683-3 U.S. GOVERNMENT PRINTING OFFICE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

LEASE No. \_\_\_\_\_  
CONTRACT No. 14-20-0603-  
7240

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved  
uranium mining lease, dated September 22, 1962,  
entered into by and between Brown Vandever, C#6841, Allotment #077031, lessor,  
and HOMER SCRIVEN, lessee,  
covering the following-described lands in the Navajo Reservation  
(Insert name of Reservation, Pueblo, Nation, etc., as needed)  
in the State of New Mexico, County of McKinley, Section 18, Township  
13 North, Range 10 West NMPM, containing 163.38 acres, more  
or less and described as Lots 3 and 4, E 1/2 of SE 1/4  
Allotment No. 077031

NOW, THEREFORE, for and in consideration of One Dollar  
dollars (\$ 1.00 ), the receipt of which is hereby acknowl-  
edged, the said Homer Scriven  
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys  
all of his right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior or his authorized representative to MESA  
MINING COMPANY, a limited partnership, with Homer Scriven as general  
partner, of San Mateo, N.Mex.

Said assignment to be effective from date of approval hereby by the Secretary  
of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set his hand and seal, this 29  
day of July, 1963.

Homer Scriven

# ACKNOWLEDGMENT OF CORPORATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

Before me, a notary public, in and for said county and State on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_

Notary Public.

## ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF NEW MEXICO }  
COUNTY OF VALENCIA } ss:

Before me, a notary public, in and for said county and State, on this 29 day of July, 1963 personally appeared HOMER SCRIVEN

\_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 8-30, 1964

Notary Public.

## ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set our hand and seal this 29 day of July, 1963

Limited Partner

MESA MINING COMPANY, a limited partnership with Homer Scriven as General Partner

HOMER SCRIVEN, General Partner

## CONSENT OF SURETY

The NORTHERN INSURANCE COMPANY OF NEW YORK, of \_\_\_\_\_, surety for Homer Scriven on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at Grants, New Mexico this \_\_\_\_\_ day of \_\_\_\_\_, 1963

ATTORNEY-IN-FACT

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

APPROVED:

SEP 1 6 1963  
S/ JOHN C. DIBERN

ASSISTANT Area Director.

RECEIVED

OCT 17 1962

U. S. Geological Survey  
Carlsbad, N. M.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

CONTRACT No. 14-29-0603-7240

MINING LEASE INDIAN LANDS  
(For Minerals other than Oil and Gas)

Uranium Mining Lease Navajo Reservation

THIS INDENTURE OF LEASE, made and entered into in sextuplicate, on this SEP 22 1962 day of

19, between

Brown Vandever, C#6841

Allotment No. 077031

of Bluewater, State of New Mexico, part y of the first part, herein-

after called the lessor, and Homer Scriven

of Box 41, San Mateo, State of New Mexico, part y of the second part,  
hereinafter called the lessee

WITNESSETH:

I, Lessor, in consideration of \$1, receipt of which is hereby acknowledged, of the rent and royalty to be paid, and of the agreement of the lessee herein contained, grants and leases unto lessee for the sole purpose of prospecting for and mining minerals, as follows: Uranium and associated minerals

the land described as follows: Lots 3 and 4, E/2 of SW/4,

Allotment No. 077031

section 18, township 13N, range 10W, New Mexico meridian, Navajo

Reservation, McKinley County, State of New Mexico, and containing

163.38 acres, more or less. The lessee may occupy as much of the surface of the land as is necessary to carry on the work of prospecting for and mining, preparation, and removal of said minerals, including milling and storing.



II. TERM.—Subject to the other provisions herein contained, this lease is for a term of 10 years from the date of its approval and as long thereafter as the minerals specified are produced in paying quantities.

III. DEFINITION.—Superintendent refers to the official in charge of the Indian Agency that has jurisdiction over the lands leased.

IN CONSIDERATION OF THE FOREGOING, THE LESSEE AGREES:

(1) ROYALTY.—To pay, or cause to be paid, to the General Superintendent, Navajo Agency  
(Make checks payable to "Bureau of Indian Affairs")

for the use and benefit of the lessor, a royalty as follows:

See Attached "Exhibit A"

All royalty accruing for any month shall be due and payable before the twenty-fifth day of the following month. During the period that the land is under Federal jurisdiction, the royalty provisions of this lease shall be subject to reasonable adjustment by the Secretary of the Interior or his authorized representative at the end of the first and each successive 10-year period, such adjustment being based upon market conditions as supported by evidence from the field.

(a) MINIMUM ROYALTY.—To pay, or cause to be paid, to the Superintendent for the use and benefit of the Indian land-owners, at the expiration of each lease year, commencing with the 3rd lease year, a minimum royalty of \$ 4.00 per acre, or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

(2) ANNUAL RENTAL.—To pay, or cause to be paid, to the General Superintendent for the use and benefit of the lessor, in advance, beginning with the date of approval of the lease, as annual rental, the sum of One Dollar (\$1) per acre for the first-lease year, and One Dollar (\$1) per acre per year, in advance of each anniversary date of the lease, for each and every year thereafter during the continuance of the lease. The rent is not to be credited on the royalties accruing to the lessor under this lease. If the lease is surrendered or canceled, no rent accruing to the lessor will be refunded.

(3) DILIGENCE, PREVENTION OF WASTE.—To exercise diligence in the conduct of prospecting and mining operations, to carry on development and operations in a workmanlike manner and to the fullest possible extent; to neither commit nor suffer waste to be committed upon the land leased; to comply with the applicable laws of the State in which the land is located; to take appropriate steps to preserve the property and provide for the health and safety of workmen; to surrender and return promptly the premises upon the termination of this lease to whoever is lawfully entitled thereto, in as good condition as received, except for the ordinary wear and tear and unavoidable accidents in their proper use of the premises; not to remove any building or permanent improvement erected on the leased property during the lease. If the payments agreed upon by this lease have been made and the other lease terms and applicable regulations have been complied with, the office fixtures and records, personal property, tools, pumping, and drilling outfits, boilers, engines, and mining machinery may be removed by the lessee at any time before 60 days after the lease expires by forfeiture or otherwise.

(4) FOREST PROTECTION.—The lessee agrees:

(a) Not to cut, destroy or damage timber without prior authority of the Commissioner of Indian Affairs or his authorized representative, such authorization to be made only where required by the pursuance of necessary mining operations.

(b) To pay for all such timber cut, destroyed or damaged at rates prescribed by the Commissioner of Indian Affairs or his authorized representative, such rates to be determined on the basis of sales of similar timber in the vicinity.

(c) Not to interfere with the sale or removal of timber from the land covered by this lease by contractors operating under an approved timber sales contract now in effect or which may be entered into during the period of this lease.

(d) To do all in its power to prevent and suppress forest, brush or grass fires on the leased land and in its vicinity, and to require its employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. To place its employees, its contractors, subcontractors, and the employees of such contractors or subcontractors employed on the leased land at the disposal of any authorized officer of the Indian Service for the purpose of suppressing forest, brush or grass fires with the understanding that the payment for such services shall be made at rates to be determined by the Commissioner of Indian Affairs or his authorized representative, which rates shall not be less than the rates of pay prevailing in the vicinity for services of similar character: *Provided*, That no payment shall be made for services rendered in the suppression of fires for which the lessee, its employees, contractors or subcontractors, or the employees of such contractors or subcontractors are responsible.



(e) To pay for the loss of all timber ten inches or more in diameter occasioned by fires for which it, or any of its employees, its contractors, subcontractors, or the employees of such contractors or subcontractors are responsible for the start or spread, the assessment of the value of such damages to be determined by the Commissioner of Indian Affairs or his authorized representative on the basis of the value of such timber on sales of similar timber in the vicinity. Also, to pay liquidated damages of ~~ten~~ <sup>ten</sup> dollars (\$~~10.00~~ <sup>10.00</sup>) per acre for all young timber less than ten (10) inches in diameter destroyed by such fires unless a lesser rate of damages shall be approved by the Commissioner of Indian Affairs, and to pay all costs for the suppression of fires for which it, or any of its employees, contractors or subcontractors, or the employees of such contractors or subcontractors are responsible.

(f) Not to burn rubbish, trash, or other inflammable materials except with the consent of the authorized representative of the Commissioner of Indian Affairs, and not to use explosives in such manner as to scatter inflammable materials on the surface of the land during the fire season, except as authorized to do so by such representative.

(5) DEVELOPMENT.—The land described herein shall not be held by the lessee for speculative purposes, but for mining the minerals specified. The lessee shall begin operations within ~~54~~ <sup>54</sup> months from the effective date of this lease. The lessee shall spend annually in actual mining operations, development, and improvements upon the leased land, or for the benefit of the leased land, including the annual rental, not less than ~~Eleven and no/100~~ <sup>11.00</sup> Dollars (\$~~11.00~~ <sup>11.00</sup>) per acre. The lessee shall file with the Superintendent an itemized statement, in duplicate, within 20 days after each lease year, of the amount and character of the expenditures during the lease year. The statement must be certified under oath by the lessee or its agent. If the lessee fails to diligently develop or operate the mine, except when operation is interrupted by a strike, an act of God, or casualty not attributable to the lessee, this lease will be subject to cancellation. Whenever the Secretary of the Interior or his authorized representative considers the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he considers advisable, but this does not release the lessee from paying the advance annual rental. Payment of minimum royalty will not excuse complying with the provisions of this section.

(6) MONTHLY STATEMENTS.—To keep an accurate record of the mining operations, showing the sales, prices, dates, purchasers, and the amount of minerals mined, the amount of minerals removed, and the gross receipts, and to furnish the Superintendent sworn monthly reports before the twenty-fifth of the succeeding month. All royalty and advance rental due shall be a lien on all implements, tools, movable machinery, and all other chattels used in the operation and upon all of the unsold minerals obtained under the lease. An audit of the accounts and books of the lessee shall be made annually or at any other time directed by the Superintendent by a certified public accountant approved by the Secretary of the Interior and at the expense of the lessee. The lessee shall furnish, through the Superintendent, a free copy of the audit to the Secretary of the Interior within 30 days after the completion of each audit.

(7) REGULATIONS.—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases including 25 CFR ~~172~~ <sup>172</sup>, and 30 CFR 231. Rate of royalty, the annual rental, or the term of the lease may not be changed by a future regulation without the written consent of the parties to this lease.

(8) ASSIGNMENT OF LEASE.—Not to assign this lease or any interest therein by an operating agreement including agreements providing for payment of overriding royalty or otherwise, nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease.

(9) BOND.—To furnish to the Superintendent an acceptable surety bond in the amount of ~~Two thousand~~ <sup>Two thousand</sup> ~~and no/100~~ <sup>2,000.00</sup> Dollars (\$~~2,000.00~~ <sup>2,000.00</sup>). The right is reserved to the Secretary of the Interior or his authorized representative to increase the amount of bond above the sum named.

(10) LIQUOR.—The lessee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the lessee or with its knowledge, shall render this lease voidable at the option of the Superintendent.

(11) INSPECTION.—The leased premises, producing operations, appurtenances, and all books and accounts of the lessee may be inspected by the lessor and its agents or any authorized representative of the Secretary of the Interior.

(12) DISPOSITION OF MINERALS AND SURFACE.—The lessor expressly reserves the right to lease, sell, or otherwise dispose of the oil and gas and the surface of the lands in this lease under existing law or laws hereafter enacted, such disposition to be subject to the right of the lessee to use as much of the surface as is necessary in the extraction and removal of the minerals from the leased land.

(13) SURRENDER AND TERMINATION.—The lessee may at any time terminate this lease or any part thereof upon the payment of all rentals, royalties, and other obligations due to the lessor, and the further sum of \$5, and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior or his authorized representative



that full provision has been made for the conservation and protection of the property, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded, lessee shall file a recorded release with its application to the Superintendent for termination of this lease.

(14) RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, the relinquishment does not bind the lessee until the Secretary has given 30 days' written notice. Until the requirements are fulfilled, lessee shall continue to make all payments due under subsections 1 and 2. After notice of relinquishment has been received by lessee, this lease is subject to the following further conditions:

(a) All rentals and royalties accruing shall be paid directly to lessor or its successors in title.

(b) If at the time supervision is relinquished by the Secretary of the Interior as to all lands under this lease, and lessee has made all payments due under the lease and has fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance of the lease and on file in the Indian Office shall be of no further force or effect.

(15) WATER WELLS.—The lessee may, at its own expense, drill and equip water wells on the leased premises and agrees that all wells will be left intact and properly cased at the termination of the lease by expiration of its term or otherwise. Lessee shall have the right to remove all mechanical pumping equipment installed by it at any wells.

(16). DAMAGES.—The lessee shall conduct all operations authorized in this lease with due regard to preventing unnecessary damages to vegetation, timber, soil, roads, bridges, cattle-guards, fences, and other improvements, including construction, operation, or maintenance of any of the facilities on or connected with this lease which causes damage to the watershed or pollution of the water resources. On termination of operations under this lease, the lessee shall make provisions for the conservation, repair, and protection of the property and leave all of the areas on which the lessee has worked in a condition that will not be hazardous to life or limb, and will be to the satisfaction of the Superintendent.

(17) LIABILITY FOR DAMAGE.—The lessee is liable for any and all damages resulting from its operations under this lease; including injury to the lessor, the tenants, licenses and surface owners, and for any and all damage to, or destruction of, all property, caused by the lessee's operations hereunder. The lessee agrees to save and hold the lessor and the United States, its employees, licensees, and the surface owner or their tenants harmless from all suits for injury or claims for damages to persons and property resulting from the lessee's operations under this lease.

(18) ROADS.—The lessee may use existing roads, if any, on the land and may construct, and maintain, at its own expense, any additional roads across lessor's lands that are necessary in carrying on the actual mining, prospecting, and exploration work after the location of these roads has been approved in writing by the Superintendent of the ~~Navajo~~ **Navajo** Agency. The public obtains no rights to these roads, and upon termination of this lease or if at any time it becomes unnecessary for lessee to use the road for conducting the operations authorized under this lease, the right to use the road shall thereupon cease and all the rights shall revert in lessor in accordance with law. The lessee shall hold the lessor and the United States harmless and indemnify them against any loss or damage that might result from the negligent construction or maintenance by lessee of the road. Installations made in connection with roads by the lessee may be removed by the lessee.

(19) INDIAN LABOR.—The lessee shall employ Indians, giving priority to lessor and other members of its tribe in all positions for which they are qualified and available and shall pay the prevailing wage rates for similar services in the area. The lessee shall do everything practicable to employ qualified Indians, giving priority to the lessor and other members of its tribe and their equipment in the hauling of all materials under this lease, insofar as the lessee does not use its own equipment for that purpose. Lessee agrees to make special efforts to work Indians, giving priority to the lessor and other members of its tribe into skilled, technical, and other higher jobs in connection with the lessee's operations under this lease.

(20) INSURANCE, SOCIAL SECURITY, TAXES, ETC.—The lessee agrees to carry such insurance covering all persons working in, on, or in connection with the leased premises for the lessee as will fully comply with the provisions of the statutes of the State of ~~New Mexico~~ **New Mexico** covering workmen's compensation and occupational disease, as are now in force or as may be amended. Further, the lessee agrees to comply with all the terms and provisions of all applicable laws of the State of ~~New Mexico~~ **New Mexico**, and of the United States of America as now exist or as may be amended, pertaining to Social Security, unemployment, compensation, wages, hours, and conditions of labor; and to indemnify and hold the lessor and the United States harmless from payment of any damages occasioned by the lessee's failure to comply with these laws. The lessee shall pay all taxes lawfully levied or assessed on the sale, severance, production, extraction, or removal of any of the minerals covered by this lease.

(21) HEIRS AND SUCCESSORS IN INTEREST.—It is further covenanted and agreed that each obligation under this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the parties to this lease.

(22) GOVERNMENT EMPLOYEES CANNOT ACQUIRE LEASE.—No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

(23) CANCELLATION AND FORFEITURE.—When, in the opinion of the Secretary of the Interior or his authorized representative, there has been a violation of any of the terms or conditions of this lease before restrictions are removed, the Secretary of the Interior or his authorized representative has the right at any time after 30 days' notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease void, and the lessor may then take immediate possession of the lands. After restrictions are removed, the lessor may use any available remedy in law or equity for breach of this contract by the lessee.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSOR:

-----

*his mark* →  
~~Brown Vandever, C5941~~

[SEAL]

P. O. -----

-----

[SEAL]

P. O. -----

TWO WITNESSES TO EXECUTION BY LESSEE:

-----

*Homer Scriven*  
~~Homer Scriven~~

[SEAL]

P. O. -----

-----

APPROVED

P. O. -----

Attest: -----

AREA DIRECTOR

State of -----

SS: }

County of -----

### ACKNOWLEDGMENT OF LESSOR

Before me, a notary public, on this 22<sup>nd</sup> day of September, 1962, personally appeared Homer Scriven & Brown Vandever, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

*F. H. Kimball*  
Notary Public.

My commission expires -----